

-0165  
STORAGE

# Passaic

LIBRARY  
Institute of Management and  
Labor Relations

THIS DOES NOT  
CIRCULATE

3/12/80

RUTGERS UNIVERSITY

## A G R E E M E N T

between

COUNTY OF PASSAIC, A PUBLIC EMPLOYER  
(hereinafter referred to as the "County")

and

PASSAIC COUNTY DEPARTMENT OF YOUTH SERVICES, YOUTH  
CENTER EMPLOYEES REPRESENTED BY THE OFFICE AND  
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
A.F.L.-C.I.O., LOCAL 153 (hereinafter referred to  
as the "Union")

### PREAMBLE

1/1/79 - 12/31/80

THIS AGREEMENT has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Employer, which operation is essential to the well being of the citizens of the County of Passaic.

#### 1.1 MANAGEMENT RIGHTS

The public employer retains the rights, in accordance with applicable laws and procedures to: (a) direct employees, (b) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees, (c) relieve employees from duties because of lack of work or for other

and personnel by which such operations are to be conducted and (f) take whatever action as may be necessary to carry out the mission of the agency in situations of emergency, (g) take disciplinary action when an employee fails to comply with reasonable Management requests.

1.2 The County's right to make reasonable rules and regulations governing the work of the employees of the Unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary, consistent with any applicable provision of this Agreement.

## 2.0 RECOGNITION

2.1 The County hereby recognizes the Union as the exclusive and sole representative for the purpose of Collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees of the County employed in Unit I and Unit II as:

Senior Boy's Supervisor	Boy's Supervisor-Full-Time
Senior Girl's Supervisor	Boy's Supervisor-Part-Time
Senior Children's Supervisor	Girl's Supervisor-Full-Time
	Girl's Supervisor-Part-Time
Children's Supervisor-Full-Time	Maintenance Repairers
Children's Supervisor-Part-Time	Building Maintenance Worker
Clerk-Typist	Principal Accounts
Receptionist-Typist	Clerk-Typist
Sr. Receptionis	Senior Accounts
	Senior Clerk Typist
Food Service Worker-Full-Time	
Food Service Worker-Part-Time	

2.2 Unless otherwise indicated, the term "employee" under this Agreement refers to all persons represented by Local 153, exclusive of confidential employees, craft employees, police and supervisory personnel within the meaning of the Act.

Any employee not scheduled to work and at the request of the Employer, works on a Holiday, shall be remunerated at the rate of two (2) times the regular rate. This shall be in addition to the Holiday pay the employee receives as a paid holiday.

### 3.0 WORK WEEK

3.1 All employees covered by this Agreement having titles classified as Full Time, Youth Workers shall have a workweek consisting of Four (4) consecutive days, Sunday through Saturday, with two (2) consecutive days off. Past practice of rotating schedules shall be continued so that every sixth week each employee shall have a week-end of Saturday and Sunday off.

3.2 Workweek for employees classified as office workers shall consist of five (5) days on and two (2) days off.

### 4.0 HOURS OF WORK

4.1 The basic hours of work for all employees in the continuous workweek shall be from 7:00 A.M. to 3:00 P.M. - 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. for each shift respectively, inclusive of paid lunch period.

4.2 Each employee will receive two ten (10) minute rest breaks, one in first half of the shift and second half of shift respectively.

4.3 If an employee is required to work longer than the normal workday, he shall be paid at his regular hourly rate, except that all hours in excess of eight (8) in a workday or forty (40) hours during the particular workweek shall be at a rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate. Overtime shall be paid within the next pay period.

4.4 Employees working on shifts whose hours fall between 3:00 P.M. and 7:00 A.M. shall receive, in addition to their regular pay, an additional ten (10%) percent of their regular hourly rate as night differential.

### 5.0 COMPENSATION

5.1 Retrospective to January 1, 1979 the salary for all

(6%) percent each year of the Agreement.

5.2 During the term of this Agreement increments to which employees may be entitled shall be awarded as follows:

1. All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1st of the contract year.

2. All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date retroactive to July 1st of the contract year.

5.3 LONGEVITY-Longevity pay shall be determined by length of employment as follows:

2% of base pay after 7 years credited service  
4% of base pay after 10 years credited service  
6% of base pay after 15 years credited service  
8% of base pay after 20 years credited service  
10% of base pay after 25 years credited service

#### 6.0 BENEFIT PACKAGE

6.1 VACATION - Vacation with pay shall be granted to employees who have completed the probationary period as follows:

##### PERIOD OF TIME WORKED:

Completion of 1 yr but less than 5 yrs-12 working days vacation for each year of service.

Completion of 6 yrs but less than 10 yrs-15 working days vacation for each year of service.

Completion of 11 yrs but less than 15 yrs-18 working days vacation for each year of service.

Completion of 16 yrs but less than 20 yrs-20 working days vacation for each year of service.

Completion of 21 yrs and over -22 working days vacation for each year of service.

6.11. Employees with less than one (1) ~~year of employment, shall receive vacation pay at the rate of (1) one day per month for each~~

approved vacation will be given as another day off.

6.2 SICK LEAVE-Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

6.2.1 Unused sick days shall be cumulative from year to year.

6.2.2 After an employee has used ten (10) or more sick days in any one calendar year, the Employer shall have the right to demand that the employee furnish a note from his doctor that the employee was in fact ill.

6.2.3 The Employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.

6.2.4 Request for sick leave of Absence shall be made by using Passaic County Form 100.

6.3 PERSONAL LEAVE-Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Department Head be notified of such leave request three (3) days in advance thereof, except in emergency situations. Such personal leave shall not be cumulative from year to year.

6.4 DEATH LEAVE-Every employee covered by this Agreement shall be allowed two (2) days per year death leave for use in the event of death in the immediate family of the employee.

6.4.1 The immediate family, for the purpose of this section, is defined as the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a member of the immediate household of the employee.

6.4.2 Every employee shall be allowed one (1) additional day

6.4.3 Death leave shall not be cumulative from year to year.

6.5 HOLIDAYS-The following days are recognized paid holidays:

(½ Day New Years Eve)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day and (Day After)
Good Friday	(½ Day Christmas Eve)
Memorial Day	Christmas Day
Independence Day	

6.5.1 Any additional days off granted by the Board of Free-Holders shall be extended to the employees covered by the agreement.

6.5.2 Holidays which fall during an employee's approved vacation or sick leave, that employee shall be granted the holiday with pay at a time mutually agreed to between the employee and Employer.

6.6 INSURANCE-The Employer will provide medical, hospitalization, major medical insurance coverage and life and dental insurance for each employee covered by this Agreement as such coverage is presently in effect. This coverage shall be the maximum's provided to other County employees.

6.7 Permanent part-time employee's sick leave, vacation and holiday pay shall be provided on a pro-rata basis.

7.0 MISCELLANEOUS BENEFIT PACKAGE

7.1 TERMINATION PAY- All employees shall, upon retirement, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to a maximum amount of \$12,000.

7.2 DUES CHECK OFF- The Employer agrees to deduct the Union's monthly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A

Dues deduction for any employee in the bargaining Unit shall be limited to Local 153, the majority representative, and the employee shall be eligible to withdraw such authorization only as of July 1st of each year, provided such notice has been timely filed.

7.3 PROMOTIONS- In the event any new positions in the departments covered by this Agreement become available, promotional or otherwise, the employees shall be afforded the opportunity to compete for such openings.

7.3.1 Notice of all openings shall be posted in all places of employment for ten (10) working days.

7.3.2 Such postings shall include complete and full details of the opening relative to qualification, specification and salary.

7.3.3 All employees in the Union shall have full and equal opportunity to compete for any such position based on ability to meet the required qualifications.

7.3.4 New or promotional job openings shall be awarded on the basis of qualification ability to perform, seniority, and in accordance with Civil Service Rules and Regulations.

7.4 WORKER'S COMPENSATION- An employee who suffers a work-connected illness or injury arising out of and in the course of his employment, and is unable to perform his duties, shall be paid full salary for the period of absence from work in accordance with Statutes of the State of New Jersey procedures.

7.6 MATERNITY LEAVE - Upon certification by a competent physician by application by an employee, leave for maternity, without pay, shall be granted for a period of six (6) months. Such leave may be extended for an additional three (3) months

regular salary from the County during the period of such excused absence. Any payment received, exclusive of meal and travel expenses, for jury duty, must be turned in to the County Treasurer through the Department Head.

7.8 LEAVE WITHOUT PAY- Leave without pay may be granted employees, upon request, for personal reasons.

8.0 GRIEVANCE PROCEDURE

8.1,1 DEFINITION- A grievance is defined as a complaint or dispute by an employee in the Unit with the County or any agent of the County with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement.

8.2 STEP 1

8.2.1 In the event that any grievance should arise between an employee and his immediate superior or superiors, the individual involved shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

8.3 STEP 2

8.3.1 If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Director of Youth Services who shall forward copies of his response both to the Union and the Department Head.

8.4 STEP 3

8.4.1 If no satisfactory resolution of a Step 2 grievance is reached within five (5) working days, the grievant or the

working days, conduct a conference with the grievant and the Union Representative to review the grievance. The Director of Labor Relations or his designee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.

8.5 STEP 4

8.5.1 In the event a grievance shall not have been settled as a result of the above procedures, the union may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given the grievant. A written request for arbitration shall be sent to the Public Employee Relations Comission and the County Director of Labor Relations or his designce.

8.5.2 The arbitration award shall be final and all parties shall abide by the same and it shall be enforceable under the laws of New Jersey.

8.5.3 The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this Article. In the performance of his duties he shall be bound by and comply with the provisions of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator's decision shall be final and binding and in writing and shall set forth its opinions and conclusions on the issues submitted. Cost of arbitrations shall be borne equally by the parties.

8.5.4 Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to the grievance procedures established herein.

9.0 MISCELLANEOUS PROVISIONS

stoppage, lock-out or any other intentional interruption of work.

9.2 In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

9.3 NON-DISCRIMINATION- The parties shall not discriminate against any employee or applicant for employment or membership in the Union or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age or marital status. No employee shall be discriminated against or interfered with because of protected union activities.

9.4 BULLETIN BOARDS- Subject to prior approval of the Director of Department of Youth Services or his designee which approval shall not be unreasonably withheld, the County shall permit the Union appropriate use of bulletin boards, customarily dealing with proper and legitimate union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law.

9.5 UNION BUSINESS LEAVE- Employees of this unit who are members of the Union Negotiating Committee, not to exceed four (4) in number, shall be granted time off for duty at full pay for all meetings between the County and the Union for purpose of negotiating the terms of an agreement when such meetings take place during the regular working hours of said employee.

excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

9.6 SUSPENSIONS AND DISCIPLINARY ACTION - Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance by the employee through regular procedures as established in this Agreement.

9.6.1 If the County or an authorized agent of the County has just cause or reason to reprimand an employee, it shall be done in a manner that will not demean the employee before other employees, or the public.

9.6.2 Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regards to the matter, he may be accompanied by a representative of the Union who shall be permitted to represent him at any such hearing.

9.6.3 If, during the course of a discussion between an employee and a representative of the Employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request such Union representative.

#### 10.0 VISITATION RIGHTS

10.1 A representative or representatives of the Union shall, upon notification to the Director of Youth Services have access during working hours of all facilities, buildings, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, neg-

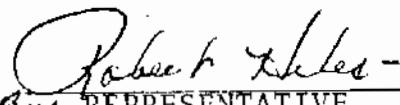
11.0 PERIOD OF AGREEMENT

11.1 This Agreement shall become effective retroactive to January 1, 1979 and shall remain in full force and effect through December 31, 1980.

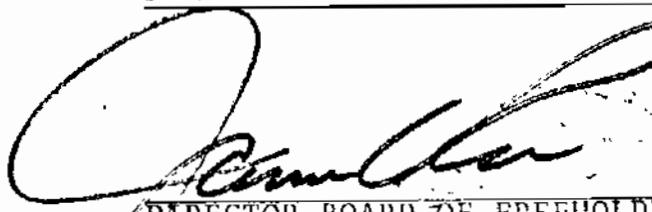
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and duly constituted officials this 13<sup>th</sup> day of December 1979.

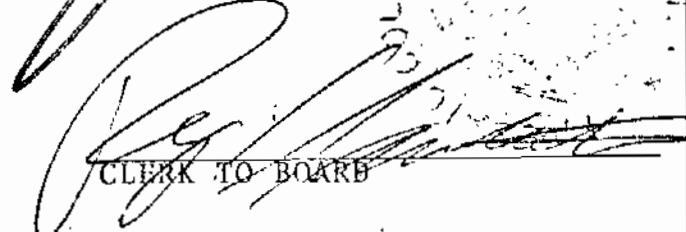
FOR O.P.E.I.U., LOCAL 153:

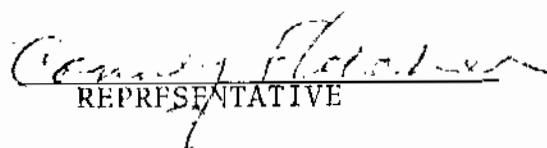
BUSINESS MANAGER

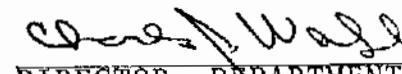
  
Robert Diles -  
BUS. REPRESENTATIVE

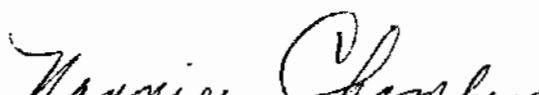
FOR COUNTY OF PASSAIC

  
Director Board of Freeholders

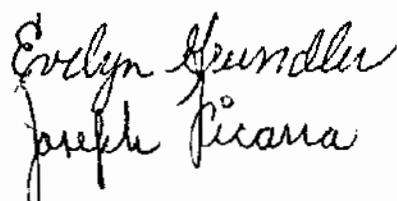
  
Clerk to Board

  
County Federation  
REPRESENTATIVE

  
Director, Department  
YOUTH SERVICES

  
Nannie Chambers  
REPRESENTATIVE

  
Director LABOR RELATIONS

  
Evelyn Gandler  
Joseph Picana